

# Exhibit A

**To Declaration of Michael Maranda  
in support of Motion to Dismiss**

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(Contract between Northway Mining LLC and 9384-2557 Québec Inc.)

## Northway Mining Hosting Contract

Client ID: 11022

This Northway Mining Hosting Agreement (the "Agreement") has been entered into by and between:

Northway Mining, LLC ("Company")  
707 Flats Road  
Athens, NY, 12015 United States  
Tel: 1 (518) 898 8445  
Email: \_\_\_\_\_

And

("Client") 9384-2557 Quebec Inc  
161 Rue Du Saule Noir Terrbonne J6V0G3 App #  
205  
Canada  
1-514-647-4584  
lojistique.cyr@gmail.com

The purpose of this Agreement is to define the arrangement between the Parties under which the Company will provide the following Hosting Services for the Term (as hereinafter defined) beginning with the receipt of the following mining equipment of the Client ("Miners" or individually a "Miner"):

Miner Description	Quantity of Miners
S9i 14 Miners	700

### HOSTING SERVICES

- 1) **Inspection:** Upon receipt of the Miners, the Company shall verify the quantity and description of each Miner and any other item delivered, and notify the Client or any deficiency or damage in shipment of any Miner.
- 2) **Testing:** The Company's technical team will check the general functioning of each of the Miners delivered. Following the successful testing of each Miner, the Company will proceed to set up the Miner. If repairs are needed to any Miner, the Company will request Client written authorization to make the repair, which repair shall be solely at the Client's expense including parts and labor (internal labor will be billed at the rate of \$65.00 US/hour and any specialist outside labor required in connection with a repair shall be billed to the Client at cost plus 10%).

Any such repair shall be billed separately from the regular monthly hosting billing and will be payable within ten (10) days of receipt by the Client and shall be under its own terms and conditions as stated on said bill.

3) Operations: The Company will monitor on a daily basis the operation and performance of each Client's Miners. All of a Client's Miners shall be accessible remotely via a secure VPN connection, so the Client can fully manage its Miners directly. Northway shall not be responsible to manage the Client's software or connect to its Miners, but only manage physical environment and facility technical operational aspects. Any and all software problems specific to a Miner will be the responsibility of the Client and the Company shall have no liability (under an theory of liability) to the Client for any data breach or unauthorized third party access to a Client's Miner.

4) Maintenance: The Company will monitor the ongoing running function of each Miner on a 24-hour, 7 day per week basis. The Company will report to the Client any apparent operational functional problem with a Client's Miner to the Client. The Company at Client request can provide full repairs and maintenance to a Client's Miners which includes changes to critical components of each Miner (risers, power cables, GPU's, etc.). Client charges are for parts, and internal labor at the rate of \$65.00 US/hour (any specialist outside labor required in connection with a repair or maintenance shall be billed to the Client at cost plus 10%). Before any maintenance or repair is performed, the Company will provide each Client with a written quote for their written approval.

At any time, if any damage occurs to a Client's Miner, or if any software/hardware upgrade or maintenance is necessary or recommended to improve the Client's mining operations, the Client will be notified immediately. The Client, at its sole expense, has the option at any time to come onsite and perform its own maintenance, installation or other tasks on a Miner, in which case the Client shall (a) be solely responsible for the continuing satisfactory operation of said Miner, and (b) be liable for any change should it effect the Company's internal networks or facilities.

If a problem with a Miner occurs in relation to the Company's services or facility, the Company will attempt to correct the problem on a timely basis. The Client will be informed and their permission obtained before the Company proceeds to any repairs or hardware component changes that need more than a routine amount of time to resolve (12 hour delay).

**PRICING: All fees include Initial Setup and Testing, Hosting, Electricity, HVAC, Maintenance, General Insurance, Onsite General Assistance, and Facility Physical Security.**

*Total amount per month for 700 - S9I Miners: \$ 47,628.00 (U.S.)*

*Amount Due As Deposit: \$ 95,256.00 (U.S.)*

The shipping to and from any of the Company's facilities, and any changes/repairs/or replacement of broken hardware are at Client's cost.

The amount invoiced is calculated according to the price per kilowatt hour ("KWH") of \$.07 cents per KWH as used by each Miner per month when in operation.



In the event that a Miner is "turned off" by the Client, or at the Client's request, the Company shall charge the Client a pro-rata fee per any such "idle" Miner of \$ 25.00 per month that the Miner is not operational.

Prices per kWh are guaranteed for the Term of this Agreement, not including any adjustment that may apply in any extension of the Agreement after the initial Term. No price changes will occur on the cost of electricity, except wherein there is an increase to said cost from the utility provider, including, but not limited to, federal, state and municipal taxes and surcharges and other charges as imposed by third parties. There shall be no price change during the Term of this Agreement for hosting or other charges.

5% Discount on prepaid annual payment. Northway Mining offers a 5% discount on its estimate of total annual hosting costs for prepayment of the estimated annual amount in immediately available funds.

Calculation example:

Electricity consumption of miner (KWH) x 24 hours x 30.417\* days/month x KWH rate = monthly estimated cost

\*365 days/year divided by 12 months

Payments: All invoices are payable to our Coinbase wallet in BTC, BCH, ETH, by bank transfer\* or PayPal\*, or by check. Checks accepted make payable to *Northway Mining, LLC* (In memo area of check please enter your Client # or submit check with a copy of this contract.)

\*Client will pay any bank or third party processing fee if applicable.

Failure of to pay a monthly invoice per its terms and conditions may result, in the Company's sole option, in a disconnection of the Internet connection to the Client's Miners which reconnection will require prepayment of a reconnection fee per Miner. The Client will still be liable for the electrical consumption of its Miners in the event that the Internet connection is interrupted for any reason.

## TERMS OF SERVICE

Northway Mining will honor the terms below during the contract Term unless otherwise agreed between the parties in writing:

- 1) Service shall begin immediately following agreement date as agreed between parties and upon the Company's receipt of the Miners.
- 2) Prices per kWh are guaranteed for the Term of the Agreement.
- 3) Northway Mining will not be held responsible for defective Miners or the aging of the mining equipment. Northway Mining does not take responsibility for any over-clocked miners.
- 4) Northway Mining shall maintain adequate property liability insurance for damage to the miners (for example, fundamental theft, fire, flood, and earthquake coverage).
- 5) Northway Mining will maintain a temperature-controlled environment, an appropriate ventilation systems and adequate physical facilities for all the mining equipment.
- 6) For confidentiality and security purposes, Northway Mining shall take no responsibility on behalf of their Clients for the creation of wallets and pool accounts of the Miners.
- 7) For security reasons Northway Mining will not disclose the location of any Client's Miners to other Clients, suppliers or any third parties, except wherein such disclosure is order by operation of governmental law or regulation, or as authorized by the particular Client.
- 8) The Company will assume possession and total liability for the Miners upon Client's delivery of the Miners to the Company's facilities, signature of a signed receipt for said delivery and Client payment

of any deposit due, and the Company's completion of its inspection of the Miners wherein the Company represents to the Client that each of the Miners is in good working order. The Client assumes total liability for the Miners including, but not limited to, risk of loss due to damage or destruction of any of the Miners for any reason, through delivery to the Company as verified by a signed delivery receipt, and the Company's completion of its inspection of the Miners.

9) The Company shall provide commercially acceptable physical facility security to protect the Miners from theft, vandalism, or third party tampering by physical presence.

## **TERM; TERMINATION**

1) This Agreement once signed and dated by the Client (the "Effective Date") shall be for a twelve (36) month period (the "Term"). This Agreement may be renewed on its anniversary date by written notice of one party to the other. Prior to any renewal of this Agreement, Client or Company may mutually agree to change in writing any of the terms and conditions herein, including, and not limited to, electricity rates.

2) Clients who choose to terminate a contract before its expiration will be required to pay a 3-month fee calculated as three (3) times the total of their previous month's billing.

3) Client may terminate this Mining Hosting Agreement at any time with an advance written notice of 30 days or immediately at its sole discretion upon the occurrence of one or more of the following events:

- a) Failure to comply with all terms listed above.
- b) Upon written agreement between both parties.

## **INSURANCE**

The Company will provide adequate property liability insurance against theft, fire, flood, earthquake or other common casualty events to the economic value of the mining equipment per Client housed within its facilities. In the event that the Client requires special coverage limits and insurance policy provisions, the Company, and its insurance agent, will work with the Client toward obtaining such supplemental coverage in the form of an insurance rider, and an estimate of its costs, which incremental premium cost will be the responsibility of the Client. In such circumstances, the Company shall provide the Client with a copy of the policy and rider naming the Client as an additional insured. Northway Mining to provide a \$ 2,000,000.00 general aggregate insurance policy.

## **INDEMNIFICATION**

The Client represents that all materials provided or to be provided to the Company, or any third party, regarding the Client's financial affairs or operations are and shall be truthful and accurate and in compliance with any and all applicable federal and state securities laws.

Indemnification by Client. The Company agrees to indemnify the Company in accordance with the indemnification and other provisions attached to this Agreement as Exhibit E (the "Indemnification Provisions"), which provisions are incorporated herein by reference and shall survive the termination or expiration of this Agreement.

Indemnification by Company. The Company will indemnify and hold harmless the Client and the



respective directors, officers, agents, affiliates and employees of the Client from and against all losses, claims damages, liabilities and expenses that result from bad faith, gross negligence or unauthorized representations of the Company.

**Restrictions on Settlement.** No party shall pay, settle or acknowledge liability under any such claim without consent of the party liable for indemnification, and shall permit the Client or the Company, as applicable, a reasonable opportunity to cure any underlying problem or to mitigate actual or potential damages. The scope of this indemnification between the Company and the Client shall be limited to, and pertain only to certain transactions contemplated or entered into pursuant to this Agreement.

**Defense of Actions.** The Client or the Company, as applicable, shall have the opportunity to defend any claim for which it may be liable hereunder, provided it notifies the party claiming the right to indemnification in writing within fifteen (15) days of notice of the claim.

**Limitation of Liability.** Company's liability is hereby expressly limited to cash amounts actually received from the Client pursuant to this Agreement. Each person or entity seeking indemnification hereunder shall promptly notify the Client, or the Company, as applicable, of any loss, claim, damage or expense for which the Client or the Company, as applicable, may become liable pursuant to this Section.

**Limit on Consequential Damages.** The parties acknowledge and agree that neither party shall be liable to consequential, incidental, or other indirect damages, except as may be expressly provided for in this Agreement.

#### **FORCE MAJEURE**

Nonperformance by the Company shall be excused by the Client under any theory of liability to the extent that performance, in whole or in part, is rendered impossible by strike, fire, flood, wind storm, earthquake, terrorism, governmental acts or orders or restrictions, failure of suppliers, or any other reason including those typically characterized as an "act of God", wherein failure to perform is beyond the reasonable control of and is not caused by the negligence of the Company.

#### **GOVERNING LAW**

This Agreement evidenced by the signature the Parties below is made in Athens, New York, under, and shall be construed in accordance with, the internal laws of the State of New York of the United States without resort to New York's conflict of laws' provisions. Any and all proceedings which may arise among the Parties regarding this Agreement shall be held in Greene County, New York.

#### **ATTORNEY'S FEES**

In the event of any court proceeding to enforce the terms of this Agreement or of any dispute hereunder, the prevailing party in such proceeding and/or dispute shall be entitled to recover its expenses associated therewith including, without limitation, reasonable attorneys' and paralegals' fees and costs through and including all trial and appellate levels, post-judgment proceedings and costs of collection.

## ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by both parties.

## COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and each such counterpart taken together shall constitute one and the same instrument.

## APPROVALS

Signed by and on behalf of Northway Mining, LLC

Signature: 

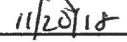
Name: 

Date: 

Signed by and on behalf of the Client:

Signature: 

Name: 

Date:  (the "Effective Date")